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No. 29]

NEW DELHI, SATURDAY, JULY 23, 1966 (SRAVANA 1, 1888)

इस भाग में अलग संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग III—खण्ड 3

PART III—SECTION 3

लघु प्रशासनों से संबंधित विधिसूचनाएं

Notifications relating to Minor Administrations

GOVERNMENT OF PONDICHERRY

Planning and Development Department

Medical and Public Health

Pondicherry, the 11th July 1966

No. 12088/Dev/M/66—The resignation tendered by Dr. J. S. Chandran, Assistant Surgeon, Family Planning Centre, Pondicherry, has been accepted with effect from the afternoon of 4th June 1966.

(By Order of the Lt. Governor)
FRANCOIS DE CONDAPPA
Under Secretary to the Govt.

UNION TERRITORY OF DADAR & NAGAR HAVELI

Silvassa, the 17th June 1966

No. ADM/LAW/CRPC(IV)(i)—In exercise of the powers conferred by clause (5) of sub-section (1) of section 4 of the Code of Criminal Procedure, 1898 (Act No. V of 1898) the Administrator, Dadra and Nagar Haveli, hereby declares the following posts and places to be police stations in the Union Territory of Dadra and Nagar Haveli, and directs that each of the said police stations shall include the local areas and villages specified thereunder.

1. Silvassa Police Station at Silvassa.

- 1 Silvassa
- 2 Amli
- 3 Rakholi
- 4 Masat
- 5 Kundacha
- 6 Karad
- 7 Athola
- 8 Samerwarni
- 9 Vagchhipa
- 10 Saily
- 11 Naroli
- 12 Kharadpada
- 13 Atnal
- 14 Kanadi
- 15 Dhapsa
- 16 Kilwani
- 17 Galonda
- 18 Sili
- 19 Umbarkoi
- 20 Falandi

21 Mota Randha

22 Nana Randha

23 Bonta

24 Morkhal

25 Dadra

26 Demni

27 Tigra

Out Posts—

1. Out Post at Naroli :—

- (i) Naroli
- (ii) Kharadpada
- (iii) Athal
- (iv) Kanadi
- (v) Dhapsa

2. Out Post at Dadra :—

- (i) Dadra
- (ii) Tighra
- (iii) Demani.

2. Khanvel Police Station at Khanvel.

- 1 Khanvel
- 2 Khuntli
- 3 Shelti
- 4 Umbarvarni
- 5 Gorat pada
- 6 Randha
- 7 Talavli
- 8 Mandoni
- 9 Vansda
- 10 Sindoni
- 11 Khedpa
- 12 Bensda
- 13 Chinsda
- 14 Bedpa
- 15 Dudhani
- 16 Karchond
- 17 Bildari
- 18 Gunsa
- 19 Kauncha
- 20 Jamalpada
- 21 Ambabari
- 22 Medha

- 23 Vagh Chawnda
- 24 Kothar
- 25 Kherabarri
- 26 Ghorbari

3. Surangi Police Station (With Head Quarter at Amboli)

- 1 Surangi
- 2 Daada
- 3 Vasona
- 4 Apti
- 5 Chikhli
- 6 Chinch pada
- 7 Pati
- 8 Amboli
- 9 Khadoli
- 10 Tinoda
- 11 Bindrabin
- 12 Velugam
- 13 Karachgam
- 14 Dolara
- 15 Parzai
- 16 Kherdi
- 17 Kala
- 18 Luhari
- 19 Chavda

This office notification No. ADM/LAW.CRPC.(iv), dated 1-7-65 is hereby cancelled.

The 5th July 1966

THE DADRA AND NAGAR HAVELI STATE AID TO INDUSTRIES RULES, 1966

No. ADM/DEV/BDO.SA.I.R.—1. These rules may be called the Dadra and Nagar Haveli State Aid to Industries Rules, 1966.

2. They shall come into force immediately.

3. All Small Scale Industrial Undertakings having a Capital investment of not more than Rs. 5 lakhs irrespective of the number of persons employed therein shall be eligible for State Aid under these rules within the limits of the budget provision for this purpose. All such industries will, in these rules, be referred to as small scale industries.

Provided that no State Aid shall be given to any public limited company unless the company is registered in India with rupee capital and the Collector of Dadra and Nagar Haveli, has approved the composition of the Board of Directors of the Company.

NOTE :—Preference shall, however, be given to :—

- (a) Cottage Industries.
- (b) Industries organised on Co-operative basis.
- (c) Industries based on Local Produce.

4. All applications for State Aid shall be made in the prescribed form (Form 'A') to the Director of Industries, Dadra and Nagar Haveli, Silvassa, before a date to be specified by him from time to time.

5. (i) The Administrator, shall appoint a Board called "The State Aid to Industries Advisory Board" consisting of the following members for the scrutiny of and to advise the Administrator on the applications for State Aid :—

- (1) The Block Development Officer, Dadra and Nagar Haveli, Silvassa.
- (2) The Chief Forest Officer, Dadra and Nagar Haveli, Silvassa.
- (3) The Industries Officer, Dadra and Nagar Haveli, Silvassa.
- (4) Three non-Official members of whom one shall be a representative nominated by Danodh-yog Sahakari Sangh Ltd., Silvassa.

(ii) Block Development Officer, shall be the *ex-officio* Secretary of the Board.

(iii) The Board shall have power to co-opt for consultation on any particular question before it not more than 2 persons specially qualified to advise on the matter in question or having special knowledge of local conditions in the area where the industry in question is situated. Any person so co-opted by the Board shall not have the right to vote.

Provided that any person so co-opted shall cease to function on that board as soon as the consultation on the particular question in connection with which he was co-opted has been held.

(iv) The term of office of the Board shall be such as may be fixed by the Administrator, Dadra and Nagar Haveli, Silvassa.

(v) The quorum necessary for a meeting of the Board for transaction of any business shall be four exclusive of co-opted members.

(vi) The Board may from time to time elect for such period as it thinks fit one of its members to be the Vice-Chairman.

(vii) The Administrator, may remove by an order in writing the Vice-Chairman or any member of the Board if he :—

- (a) Without excuse sufficient in the opinion of the Administrator is absent without the consent of the Board for more than four consecutive meetings, or
- (b) refuses to act or becomes incapable of acting as Vice-Chairman or a member of the Board, or
- (c) is declared insolvent, or
- (d) is convicted of any such offence as in the opinion of the Administrator implies a defect of character which renders him unfit and unsuitable to continue as Vice-Chairman or member of the Board :—

Provided that before removing the Vice-Chairman or any member of the Board, such Vice-Chairman or the member as the case may be shall be informed in writing of the reasons for which he is proposed to be removed and he shall also be given an opportunity of making any representation which may wish to make against the proposed removal.

(viii) When the place of any member of the Board becomes vacant by his removal, resignation or death a new member shall be appointed by the Administrator.

(ix) The members of the Board and the members of the Committee appointed by resolution of the Board shall be paid such travelling and daily allowances as may be prescribed by the Administrator for attending meetings of the Board.

(x) The Chairman or in his absence the Vice-Chairman shall preside at every meeting of the Board, and shall have a second or casting vote in all cases of equality of votes. In the absence of both the Chairman and the Vice-Chairman, the members present at the meeting may elect one of the members to preside.

(xi) No member of the Board shall vote on any question coming before the Board for consideration in which (otherwise than in its general application to all persons and properties within the territory.) he has a Pecuniary interest.

Explanation.—In case of any question arising as to whether a member has or has not a pecuniary interest, the decision of the Chairman shall be final.

(xii) (A) The Board may make regulations consistent with these rules for the carrying out of all or any of its purposes.

(B) In particular and without prejudice to the generality of the foregoing power, the Board may make regulations, regulating or determining all or any of the following matters, namely :—

- (a) the time and place of its meetings.
- (b) the manner in which the notice of meetings shall be given,
- (c) the conduct of proceedings at meetings;
- (d) the division of duties among the members of the Board; and
- (e) the appointment, duties and procedure of special committees consisting wholly of members of the Board or partly of such members and partly of other persons.

(xiii) (a) If at any time, it appears to the Administrator that the Board is not properly performing the duties imposed upon it by or under these rules, the Administrator may, after considering any explanations offered by the Board, by an order in writing, specifying the reasons for so doing, dissolve the Board.

(b) From the date of an order under sub-rule (a) until a new Board is constituted all powers and duties of the Board shall be exercised and performed by such persons and in such manner as the Administrator may direct.

(xiv) It shall be the duty of the Board :

(a) to hold such inquiry as it seems necessary and to report its recommendations to the appropriate officers competent to sanction loans under Rule 10 upon applications for State Aid received within the prescribed date.

(b) To advise the Administrator on any other matter which may be referred to it.

6. State Aid may be granted to an industry in all or any of the following form; namely :—

- (1) the grant of a loan;
- (2) the grant of a subsidy;

7. (a) Loan may be granted to Industries for the following purposes, namely :—

- (1) Purchase and erection of machinery plant and appliances;
- (2) Construction of factory, buildings, godowns, ware-houses, wells, tanks and other works required for the industry;
- (3) Purchase of raw materials;
- (4) For utilisation as working capital;
- (5) For purchase of Shares of Industrial Co-operatives.

(b) Loans up to Rs. 1,000 may be sanctioned on the personal bond of the applicant and up to Rs. 5,000 on the security of one or more personal sureties as may be required by the sanctioning authority.

Loans above Rs. 5,000 shall be sanctioned only on the security of property. Such loans may be sanctioned up to 75% of the value of the property, offered as security. Adequate securities furnished by persons other than the borrower may also be acceptable above under these rules.

In case of loans up to Rs. 5,000 property qualifications for sureties need not ordinarily be insisted upon. The types of securities acceptable under these rules shall include lands and buildings, and machinery stocks and other assets created out of the loan.

8. Loans to Co-operative Societies shall be advanced subject to their maximum borrowing limit on the recommendation of the Registrar of Co-operative Societies, Dadra and Nagar Haveli, Silvassa, who shall be responsible for the recovery of the loans from the Co-operative Societies.

9. All loans may be sanctioned by the Administrator, Dadra and Nagar Haveli, Silvassa on the recommendation of the Board.

10. Not more than two loans should be granted to the same loanee. A same loan will be given after the Administrator, is satisfied that, the earlier loan has already been usefully utilised and that, it was not sufficient to meet the actual needs of the Scheme.

11. All applicants to whom loans are sanctioned shall satisfy the Administrator regarding the title and valuation of the security offered by them or solvency of the surety, as the case may be, with necessary documents supporting the same. Applicants shall also put in an affidavit stating their subsisting title to the property offered as security and the value thereof at the time of making the application.

12. Every recipient of State aid shall sign an Agreement in prescribed form 'B' including the following conditions :

Inter-alia :—

- (1) he shall comply with general or special orders of the Administrator relating to the inspection of premises, buildings, plant, or stock-in-trade employed for the purpose of the industry.

(2) he shall make such provision for the training of apprentices, as may be prescribed by the Administrator.

(3) he shall permit the inspection by persons authorised by the Administrator of all accounts relating to the industry.

(4) he shall submit the accounts relating to the industry to such audit as may be prescribed by the Administrator.

(5) he shall furnish in the manner prescribed by the Administrator full returns of all products manufactured and sold by them as regards description and quantity.

(6) he shall maintain accounts in the manner prescribed by the Administrator.

(7) he shall furnish such statements as the Administrator may require from time to time.

(8) he shall not appropriate as profits of the Industry any sum until after the following sums have been paid.

(9) an amount considered reasonable by the Director of Industries, for depreciation or obsolescence to be utilised for a sinking fund for the purpose of repayment of the loan granted;

(b) the interests due on the loan according to the rate prescribed in the Agreement.

13. In the case of loans exceeding Rs. 5,000 a mortgage deed as in Form 'C' shall also be executed. In the case of loans up to Rs. 5,000 it shall not be necessary for the loanee to execute a personal bond with sureties as in Form 'D' where loans do not exceed Rs. 1,000 the loanee shall execute a personal bond as in Form 'E'.

14. The loanee shall within a period of three months from the date of receipt of loan get insured all the properties mortgaged by him to the Government against loss or damage by fire, burglary or any other risk as may be required by the Director of Industries, Dadra and Nagar Haveli, Silvassa, with such insurance office or company as may be approved by the Director of Industries and assign the policy to the Director of Industries, Dadra and Nagar Haveli, Silvassa or such other officer as may be prescribed. This condition of insurance may be waived by the Director of Industries in case of loans not exceeding Rs. 5,000. Insurance shall be compulsory in case of all loans exceeding Rs. 5,000.

15. Loans granted under these rules shall ordinarily bear interest @ 5% per annum, but the Administrator may reduce the rate up to a rate of 2½% per annum on loans up to Rs. 2 lakhs advanced to Industrial Co-operative Societies and up to 3% per annum for loans up to Rs. 25,000 advanced to other small scale industries. Interest on loans shall accrue from the date of disbursement of the loan; and when the loan is disbursed in instalments, interest shall run on each instalment from the date of disbursement of such instalment.

16. The loans granted on these Rules shall be payable in full within such period as may be fixed in the agreement in the prescribed form (appended to these rules) provided that the period so fixed shall in no case exceed 10 years from the date of the last instalment. Payment of the first instalment may be allowed to commence two years after the date of the disbursement of the loan.

17. All loans granted under these rules and all other sums falling due to the government in connection therewith shall be recoverable arrears of land revenue.

18. The Administrator on the advice of the Board in writing, may terminate State Aid in respect of an industry on any of the following grounds, namely :—

(1) that any portion of the aid given has been misapplied;

(2) that there has been breach by the owner of the industry of any of these rules or of any condition of the agreement;

(3) that the application on which the aid has been granted contained or was accompanied by any material statement by the owner which he knew to be false or if there was any intentional concealment by him of any material fact which, in the opinion of the Board, it was his duty to disclose;

(4) that the industry is being managed in such manner as to endanger the repayment of the value of State Aid granted thereto.

19. All loans shall be granted after due enquiry either by the Chairman of the Board or any person authorised by the Board. The Chairman or the person so authorised shall make a full report to the Board on the following points *inter-alia* :—

- (1) the particulars of the properties offered as security and their condition;
- (2) the manner in which he has verified that such properties are free from encumbrances;
- (3) the valuation of the properties and the method by which it is made;
- (4) particulars regarding the recorded or unrecorded Co-sharer/Co-sharers of the applicant together with his/their interest in the properties to be pledged.

20. The Chairman or the person authorised to make the enquiry shall place all applications for loan or subsidies before the Board and his reports thereon according to Rule 19.

Place : K. R. DAMLE
Panjim, dated the 31st May 1966. Administrator,
Dadra and Nagar Haveli,
Silvassa

FORM 'A'
Form of Application

1. Name, parentage, and residence or in case of a firm the style and principal place of business of the applicant, also (when the applicant is a firm) details of the partners, showing financial and working partners constituting the firm, should be given stating whether the firm has been registered under the Indian Partnership Act, 1932.
2. Nature of Industry for which aid is sought.
3. The Administrative, technical, and executive staff existing or to be appointed, with qualifications.
4. The facilities available for the development of the Industry.
5. The nature of the processes to be employed.
6. Details of plant and machinery installed or proposed to be installed at the works.
7. The total estimated cost of the undertaking and the probable time that will be occupied in its execution (details of recurring and non-recurring expenditure should be furnished separately).
8. Approximate number of operatives employed or to be employed.
9. Estimated net expenditure per annum in running the works.
10. Estimated net profits accruing.
11. The grounds on which State Aid is required and the circumstances of the Industry which make such aid a necessity.
12. Nature and extent of State Aid applied for the particular clauses of rules 6 & 7 under which the Aid is applied for should be stated.
13. Security offered :—
 - (a) if land :
 - (1) Survey No.;
 - (2) Extent;
 - (3) Valuation;
 - (4) In whose name registered.

(b) Nature and description of other security, primary or collateral, if any, offered :

14. Nature and extent of the applicant's right in the concern whether as shareholder or proprietor or otherwise, and his financial resources.
15. Nature and extent of the applicant's right to the property offered as security.
16. Nature and extent of encumbrances of the immovable property offered as security, primary or collateral.
17. Whether any arrears are due on the immovable property offered as security, primary or collateral, and if so, the nature and extent of such arrears.
18. Manner in which it is proposed to repay the loan.
 1. Period within which and the number of instalments in which it is proposed to repay the loan.
 2. Date on which it is proposed that the first instalment should be due.
 3. The amount of each instalment should be stated.
19. Approximate additional net income expected to be earned as a result of the proposed expenditure.
20. Any other remarks.

DECLARATION

I/We declare (1) that I/We have read the Dadra and Nagar Haveli State Aid to Industries Rules, 1966 and I/We agree to abide by the said Rules and (2) that the statements made above are true to the best of my/our knowledge, information and belief.....

Date : Signature of the Applicant
 (If the applicant is by a firm
 it should be signed by all the
 partners.)

FORM 'B'

An Agreement made this day of between the President of India (hereinafter called "The Grantor" which expression where the context so admits shall include his successors in Office and assigns) of the one part and son of residing at (hereinafter called "the Grantee" which expressions where the context so admits shall include his heirs, executors, Administrators, representatives and permitted successors) of the other part.

WHEREAS the Grantor (President of India) has sanctioned a Loan of Rs. () by its order No. to the grantee (payable in instalments specified in the schedule hereto) for the purpose of on the conditions laid down hereunder.

AND WHEREAS the Grantee is required to execute an agreement :

Now this agreement witnesseth as follows :—

1. That the Grantor shall grant to the grantee a Loan (which loan shall hereinafter be referred to as the said grant) of Rs. () only.
2. In Consideration of the loan granted to the grantee by the grantor as aforesaid the grantee hereby covenants with the grantor as follows :—
 - (i) the grantee will abide by and carry out all the instructions and orders of the Administrator, Dadra and Nagar Haveli, regarding the grant of loan, which may be issued from time to time, and shall also be bound by the provisions of the Dadra and Nagar Haveli State Aid to Industries Rules, 1966.

(ii) that the Grantee will spend and utilise the said grant for the purpose for which it is granted within a period of from the date of receipt of the grant.

(iii) that the grantee will apply the said grant solely for the purpose for which it is given and not for any other purpose except with the previous consent in writing of the Administrator, Dadra and Nagar Haveli, Silvassa.

(iv) that the said grant will bear interest at per cent per annum from the date of disbursement. The Grantee shall repay the said grant in nine annual equated instalments, (eight) instalments being of Rs. each and the 9th or the final instalment of Rs. together with the interest accruing on the principal amount. The said instalments shall fall due on the dates specified below.

*Instalments.**Due Dates.*

- 1st
- 2nd
- 3rd
- 4th
- 5th
- 6th
- 7th
- 8th
- 9th

The Interest for the first year is to be paid on the first anniversary date of the drawal of the grant viz. and for the subsequent year alongwith instalments of principal. Such annual payments will be made at the Treasury/Sub-Treasury at Silvassa.

If any of the above Instalments are not paid in time the Grantee binds himself to pay interest on all amounts including principal and interest in arrears and for the period for which the arrears remain unpaid, at the rate of per cent. per annum.

(v) That the grantee will maintain accounts in the manner required by the grantor and will submit the accounts to such audit as may be required by the grantor.

(vi) That the Grantee will comply with general or special orders of the grantor relating to the inspection of premises, buildings, plant, or stock in trade purchased out of the grant or constructed therewith.

(vii) That the grantee will furnish within such times as may be fixed by the grantor such statements, returns, and reports as may be required by the grantor relating to all products manufactured and sold by him as regards description and quantity.

(viii) That the Grantee will make such provision for the training of apprentices as may be required by the grantor.

(ix) That the Grantee will not appropriate the profits of the industrial undertaking for which the said grant has been made until after the following sums have been paid :

(a) an amount considered reasonable by the grantor for the depreciation or obsolescence of plants and buildings;

(b) an amount not less than 25% of the net surplus available after provision for depreciation or obsolescence to be utilised for payments to a sinking fund for the purpose of repayment of the said grant; and

(c) the interest due on the said grant according to the rate prescribed herebefore.

(x) That the grantee will not sell, mortgage or otherwise alienate, change or assign the tools and machinery, without the previous sanction in writing of the grantor.

(xi) That the grantee will keep the machinery purchased and building etc. erected with the grant referred to above in good working condition and will carry out the repairs and renewals as directed by the grantor from time to time without undue delay at his own cost.

3. PROVIDED ALWAYS AND it is hereby agreed that in any of the following cases, namely :—

(a) When the grantee commits a breach of any of the covenants herein contained or fails to fulfil any other conditions that may have been laid down by the grantor.

(b) When the grantee fails to take sufficient measures to safeguard the plant, machinery etc. from loss by fire, accident etc. or fails to maintain the same in an efficient condition.

(c) When any portion of the aid given has been misapplied.

(d) When at any time it is found by the grantor that the application on which the aid has been granted contained or was accompanied by any material statement by the grantee which he knew or had reason to know to be false or that there has been any intentional concealment by him of any material fact, which in the opinion of the State Aid to Industries Advisory Board. It was his duty to disclose and.....

(e) When the industry is being managed in such a manner as to endanger the repayment of the value of State Aid granted thereto.

It shall be lawful for the grantor without prejudice to his other rights to recover the said grant including interest and also sums falling due to the grantor in connection with the grant as arrears of land revenue.

4. AND IT IS HEREBY FURTHER AGREED between the parties that the stamp duty if payable under the law in respect of this agreement shall be borne by the grantee.

5. All questions, disputes and differences whatsoever which may at any time hereafter arise between the grantor and the grantee or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to the sole arbitration of the Secretary to the Government of India in the Ministry of Commerce and Industry and in case he is unwilling or unable to do so to any person appointed by him and the decision of the said Secretary or of the person appointed by him as the case may be, shall be binding upon both the parties hereto and their respective representatives and the provisions of the Indian Arbitration, Act, 1940 as amended from time to time and the Rules made thereunder from time to time shall apply to such Arbitration and this deed shall be deemed to be a submission to Arbitration within the meaning of the said Act.

Schedule referred to above

In witness whereof the President of India has caused Shri Collector, Dadra and Nagar Haveli, to set his hand for and on his behalf and the grantee has set his hand the day and the year first above referred to.

Signed by the Collector,
Dadra & Nagar Haveli.

Collector, Dadra & Nagar
Haveli.

For and on behalf
of the President of
India in the presence of
Witnesses.

For and on behalf of the
President of India.

1.

2.

Signed by the grantee in the presence of witnesses.

1.

2.

GRANTEE.

*Strike out the clause which is not applicable.

FORM 'C'

The Deed of Mortgage made at Silvassa the day of 196 (One thousand nine hundred and sixty) between (hereinafter referred to as "the Mortgagor" which expression shall unless the context does not so admit include his respective heirs, executors, administrators and assigns) of the one part, and the President of India (hereinafter referred to as 'the Mortgagee' which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS the Mortgagor is seized and possessed of

and more particularly described in the schedule hereunder written :

AND WHEREAS the Mortgagor has applied to the Mortgagee for a loan of Rs. /- (Rupees) only in the manner and upon terms and conditions hereinafter stated.

Now this Mortgage witnesseth as follows :

1. In pursuance of the said agreement and in consideration of the sum of Rs. /- (Rupees) only paid to the Mortgagor by the Mortgagee on the execution of these presents (the receipt whereof the Mortgagor doth hereby admit and acknowledge and of and from the same both hereby release and discharge the Mortgagee) the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will repay to the Mortgagee the said sum of Rs. /- (Rupees) only (hereinafter referred to as the principal sum) with the interest thereon at the rate of 4½% per annum within a period of 10 years from this date by nine annual instalments, eight instalments being of Rs. /- each and the ninth or the final instalment of Rs. /- for principal the first of such instalment to be paid on the day of One Thousand Nine Hundred and Sixty and the subsequent instalments to be paid on the day of each subsequent year and that the Mortgagor shall in the meantime and so long as any part of the principal sum of Rs. /- (Rupees) only shall remain owing pay interest to the Mortgagee at the rate of 4½% per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by payments the first of which shall be made on the day of 196 and subsequent years until the whole sum of Rs. (Rupees) only is paid off. If any of the above instalments are not paid in time the mortgagor binds himself to pay interest on all amounts including principal and interest in arrears and for the period of which the arrears remain unpaid, at the rate of per cent per annum.

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby assign, transfer and assure up to the Mortgagee all his undertakings, all his property and assets, present and future, the present assets are more particularly set out in the Schedule hereunder written including the machinery etc. to be purchased with the said loan and which undertaking property assets and the said are hereinafter for the sake of brevity called 'The Mortgaged Properties' and all the estate, right, interest, claim and demand of the Mortgagor into and upon the Mortgaged properties to HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the Proviso for redemption hereinafter contained and subject to the right of Mortgagor to deal with the same in the Ordinary Course of business but not otherwise. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby grant, convey transfers and assures up to the Mortgagee all machinery, plant, that piece of parcel of land or ground situated/lying and being at and more particularly described in the Schedule hereunder written TOGETHER with all and singular houses, out-houses, edifices, buildings, yards, well compounds, paths, water, water course, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages rights, appurtenances to the said land hereditaments and premises or in any wise appertaining or with the same or any part thereof new or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto AND TOGETHER also with all the right, title, interest, claim and demand whatsoever of, the Mortgagor into and upon the said piece or parcel of land, hereditaments and premises or any part thereof (hereinafter collectively referred to as "the Mortgaged Properties") TO HAVE AND TO HOLD THE same unto the use of the Mortgagee absolutely subject to the Proviso for redemption hereinafter contained :—

Schedule of Properties

3. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay amount of the said loan of Rs. /- (Rupees) only together with the interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage or as the Mortgagor may direct and in the meantime and until default be made by the Mortgagor in

payment of the said principal sum or any instalment thereof the Mortgagor shall remain in the possession or receipt of the rents and profits of the said land hereditaments and premises.

4. The said Principal sum of Rs. /- (Rupees) only or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :—

(a) If the Mortgagor shall fail to pay any instalment of the Principal sum on the respective due dates in the manner aforesaid, as and when it may become due and payable.

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged Properties or a Receiver thereof be appointed.

(d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed.

(e) If the Mortgagor shall cease to carry on the business in connection with which the loan was granted for any reason whatsoever.

(f) If the Mortgagor is adjudicated insolvent.

(g) If any portion of the loan given has been misapplied.

(h) If the application on which the loan has been granted contained, or was accompanied by, any material statement by the owner which he knew to be false or any material fact which, in the opinion of the State Aid to Industries Advisory Board, it was his duty to disclose.

(i) If the industry is being managed in such a manner as to endanger the repayment of the value of the State Aid granted thereto.

5. As soon as the principal sum or the balance thereof shall become payable and the security enforceable under the last preceding clause, the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profit thereof. Without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

6. If default shall be made in repayment of principal sums and interest due thereon or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the court all or any of the mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title, evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract, for sale of all the Mortgaged properties or any part thereof and he resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other money paid to the Mortgagee shall effectually discharge the purchase or any other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof. AND IT IS HEREBY AGREED AND DECLARED THAT the provisions and trusts ancillary to the power of sell which are contained in Section 69 of the Transfer of Property Act, 1882 shall apply to this security.

7. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalments of principal sum or interest shall be in arrears the same may be recoverable from the Mortgagor in the same manner as an arrear of Land Revenue under the Provisions of the Law for the time being in force.

Provided always that this clause shall not affect other Rights, Powers and Remedies of the Mortgagee.

8. The Mortgagor doth hereby covenant with the Mortgagee as follows.

(a) That the Mortgagor has now good right and full power to grant, convey and transfer the said Mortgaged properties hereinbefore expressed to be granted, conveyed and transferred as aforesaid free from all claims, liens, and incumbrances and that the Mortgagor and every other persons having or claiming any estate or interest in the said Mortgaged Properties or any part thereof will at all times at the cost, until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the same Mortgaged properties or any part thereof to the Mortgagee or other person or persons as he may direct, as shall be reasonably required :

(b) That the moneys secured by these presents shall be a first charge on the said Mortgaged properties and sale shall take precedence over all other moneys now due or which may hereafter be borrowed by the Mortgagor :

(c) That the Mortgagor will so long as any of the principal sum or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the Mortgaged properties carry on and conduct the business of the Mortgagor in a proper and efficient manner and for that purpose :

(1) Will maintain and keep in a good and substantial state of repairs and condition the said Mortgaged properties expressed to be hereby assured :

(2) Will keep the said Mortgaged properties insured against loss or damage by fire, burglary or such other risk as may be required by the Director of Industries, Dadra & Nagar Haveli, to their full insurable value with some insurance office to be approved by the Director of Industries and will make all payments required for the purpose as and when the same before due and payable and will assign to the Director of Industries the policies of the Insurance and the receipt or receipts for such payments and all money received under any such insurance shall be applied in making good any such loss or damage.

Provided that if default shall be made by the Mortgagor in insuring or keeping the Mortgaged properties insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the said Director of Industries on giving 24 Hours Notice to the Mortgagor to insure and to keep insured the Mortgaged properties to their full insurable value and the Mortgagor will on demand repay to the Mortgagee every sum of money expended for that purpose by the Director of Industries with interest at the rate and in the manner aforesaid as if every such sum of money were part of the principal from time to time, the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the Mortgaged properties;

(3) Will duly punctually pay, perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid, observed or performed by the Mortgagor in respect of the said mortgaged properties or otherwise howsoever;

(d) That the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the Mortgaged property and render them any such assistance as may be required for any of the purchases aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose of all such informations relating to the business or affairs of the Mortgagor of the Mortgaged properties or any part thereof as he or they shall require;

(e) that the Mortgagor shall utilise the amount of the said loan for the purpose of.....

(f) that the Mortgagor shall comply with general or special orders of the Administrator relating to the inspection of premises, buildings, plant or stock in trade employed for the purpose of the Industry;

(g) that the Mortgagor shall make such provisions for the training of apprentices as may be required by the Administrator;

(h) that the Mortgagee shall permit the Inspection by the persons authorised by the Administrator of all accounts relating to the industry;

(i) that the Mortgagor shall submit the accounts relating to the industry to such audit as may be required by the Administrator.

(j) that the Mortgagor shall furnish in the manner required by the Administrator full returns of all products manufactured and sold by him as regards descriptions and quantity.

(k) that the Mortgagor shall maintain accounts in the manner required by the Administrator.

(l) the Mortgagor shall furnish such statements as the Administrator may require from time to time.

(m) that the Mortgagor agrees that in case the securities hereunder given suffer depreciations in value by any cause whatsoever to make up the deficiency by granting further and additional security to the extent necessary.

(n) that the Mortgagor shall not appropriate as profits of the industry any sum until after the following sums have been paid :

(1) An amount considered reasonable by the Administrator for depreciation or obsolescence of plants and buildings;

(2) an amount not less than 25% of the net surplus available after provision for depreciation or obsolescence to be utilised for payment to a sinking fund for the purpose of repayment of the loan granted.

(3) the interest due on the loan according to the rates hereinbefore specified.

In witness whereof the Mortgagor has set his hand and the President of India has for and on his behalf caused (the Collector, Dadra & Nagar Haveli) to set his hand the day and the year first above written.

Signed by the Mortgagor
In the presence of

1.

2.

Signed by the Collector for and
on behalf of the President of
India in the presence of

1.

2.

FORM 'D'

Personal Bond with Sureties

WHEREAS I son of
residing at have borrowed a sum of Rs. from the President of India (hereinafter called the "Grantor") after executing an agreement on the 196 ; and

WHEREAS I have requested

..... to stand sureties from me for the repayment of the said loan.

NOW this bond witnesses as under :—

THAT I aforesaid acknowledge my indebtedness to the said Grantor in the sum of Rs., borrowed as above from the Grantor (the receipt of which is hereby acknowledged) which I hereby promised to repay to the said Grantor according to the terms and conditions laid down in the Agreement executed by me on 196 .

Dated

Witness

1.

2.

Signature of party.

In consideration of the said loan of the sum of Rs. by the Grantor to the said.....

I/We.....son of.....
residing at hereby stand as sureties for the repayment of the said loan with interest at the rate and on the terms and conditions mentioned in the Agreement executed on 196 . In case the aforesaid shall fail to repay the said loan or any part of it, I/We the said shall without any objections pay jointly or severally as may be required by the grantor the said dues of the grantor on demand.

Dated..... 196 .

Witnesses.

- 1.
- 2.

Sureties.

- 1.
- 2.

FORM 'E'
Personal Bond

Loan Bond executed by Shri son of Shri and residing at in favour of the President of India (which expression wherever the context so admits shall include his successors in office and assigns) represented by the Collector, Dadra and Nagar Haveli, in the sum of Rs..... witnesseth as follows.

WHEREAS I the above-named Shri..... applied under the provisions of the Dadra and Nagar Haveli State Aid to Industries Rules, 1966 (hereinafter called the Rules) to the 'Administrator' of Dadra and Nagar Haveli (hereinafter called the 'Administrator') for a loan of Rs. (Rs.) for the purpose of and whereas the Administrator, has in pursuance of the provisions of the rules, acting on behalf of

the President of India granted to me the Loan of Rs. (Rs.) only under the terms and conditions contained and laid down in the rule; and in the Agreement executed by me on

I hereby agree and undertake that I shall duly and punctually repay to the said President at the Treasury-Sub-Treasury at or such other place as may be specified by him the said sum of Rs. (Rs.) with interest thereon at..... per cent per annum by equated annual instalments of Rs. each the first of such instalments to be paid on the first day of every following year, until the loan with interest has been fully repaid. For the period in excess of twelve months intervening between this day and the first day of simple interest on the whole amount of the loan shall be paid with the first instalment on..... 19 . If any of the above instalments are not paid in time I bind myself to pay interest on all amounts including principal and interest in arrears and for the period for which the arrears remain unpaid at the rate of..... per cent..... per annum.

I, hereby further agree and covenant that I shall abide by and carry out all the terms and conditions contained in the Dadra and Nagar Haveli, State Aid to Industries, Rules, 1966 and in the agreement executed by me on 196 .

It is hereby expressly agreed and undertaken by me that if I fail to apply the said loan wholly for the purpose for which it is granted or make default in any of the several payments on the due dates or in the performance of any of the terms and conditions of the said loan, the total amount due and owing under this bond shall forthwith become payable with interest and cost, if any, and may without prejudice to other modes of realisation be recovered from me under the provisions of the said rules as if they were arrears of Land revenue.

In the presence of

Witnesses.

- 1.
- 2.

Signed.....
Dated.....